

# CITY OF FORT WORTH, TEXAS

## CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

This agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, by and between the CITY OF FORT WORTH, a municipal corporation of Tarrant County, Texas, organized and existing under and by virtue of a special charter adopted by the qualified voters within said City on the 11<sup>th</sup> day of December, A.D. 1924, under the authority (vested in said voters by the "Home Rule" provision) of the Constitution of Texas, and in accordance with a resolution duly passed at a regular meeting of the City Council of said city, and the City of Fort Worth being hereinafter termed Owner, \_\_\_\_\_, HEREINAFTER CALLED Contractor.

WITNESSETH: That said parties have agreed as follows:

1.

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete the construction of certain improvements described as follows:

### CONTRACT FOR TRAFFIC CALMING, PHASE ONE

2.

That the work herein contemplated shall consist of furnishing as an independent contractor all labor, tools, appliances and materials necessary for the construction and completion of said project in accordance with the Plans and Specifications and Contract Documents prepared by the Department of Engineering for the Transportation and Public Works Department of the City of Fort Worth adopted by the City Council of the City of Fort Worth, which Plans and Specifications and Contract Documents are hereto attached and made a part of this contract the same as if written herein.

3.

The Contractor hereby agrees and binds himself to commence the construction of said work within ten (10) days after being notified in writing to do so by the Department of Engineering of the City of Fort Worth.

4.

The Contractor hereby agrees to prosecute said work with reasonable diligence after the commencement thereof and to fully complete and finish the same ready for the inspection and approval of the Department of Engineering of the City of Fort Worth and the City Council of the City of Fort Worth within a period of 365 Calendar \_\_\_\_\_ days.

If the Contractor should fail to complete the work as set forth in the Plans and Specifications and Contract Documents within the time so stipulated, plus any additional time allowed as provided in the General Conditions, there shall be deducted from any monies due or which may thereafter become due him, the sum of \$\_\_\_\_\_ per calendar day, not as a penalty but as liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

5.

Should the Contractor fail to begin the work herein provided for within the time herein fixed or to carry on and complete the same according to the true meaning of the intent and terms of said Plans, Specifications and Contract Documents, then the Owner shall have the right to either demand the surety to take over the work and complete same in accordance with the Contract Documents or to take charge of and complete the work in such a manner as it may deem proper, and if in the completion thereof, the cost to the said City shall exceed the contract price or prices set forth in the said plans and specifications made a part hereof, the Contractor and/or its Surety shall pay said City on demand in writing, setting forth and specifying an itemized statement of the total cost thereof, said excess cost.

6

Contractor covenants and agrees to indemnify City's engineer and architect, and their personnel at the project site for Contractor's sole negligence. In addition, Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the Owner, its officers, servants and employees, from and against any and all claims or suits for property loss, property damage, personal injury, including death, arising out of, or alleged to arise out of, the work and services to be performed hereunder by Contractor, its officers, agents, employees, subcontractors, licensees or invitees, whether or not any such injury, damage or death is caused, in whole or in part, by the negligence or alleged negligence of Owner, its officers, servants, or employees. Contractor likewise covenants and agrees to indemnify and hold harmless the Owner from and against any and all injuries to Owner's officers, servants and employees and any damage, loss or destruction to property of the Owner arising from the performance of any of the terms and conditions of this Contract, whether or not any such injury or damage is caused in whole or in part by the negligence or alleged negligence of Owner, its officers, servants or employees.

In the event Owner receives a written claim for damages against the Contractor or its subcontractors prior to final payment, final payment shall not be made until Contractor either (a) submits to Owner satisfactory evidence that the claim has been settled and/or a release from the claimant involved, or (b) provides Owner with a letter from Contractor's liability insurance carrier that the claim has been referred to the insurance carrier.

The Director may, if he deems it appropriate, refuse to accept bids on other City of Fort Worth public work from a Contractor against whom a claim for damages is outstanding as a result of work performed under a City Contract.

7.

The Contractor agrees, on the execution of this Contract, and before beginning work, to make, execute and deliver to said City of Fort Worth good and sufficient surety bonds for the faithful performance of the terms and stipulations of the Contract and for the payment to all claimants for labor and/or materials furnished in the prosecution of the work, such bonds being as provided and required in Article 5160 of the Revised Civil Statutes of Texas, as amended, in the form included in the Contract Documents, and such bonds shall be for 100 percent of the total contract price, and said surety shall be a surety company duly and legally authorized to do business in the State of Texas, and acceptable to the City Council of the City of Fort Worth.

8.

Said City agrees and binds itself to pay, and the said Contractor agrees to receive, for all of the aforesaid work, and for all additions thereto or deductions there from, the price shown on the Proposal submitted by the successful bidder hereto attached and made a part hereof. Payment will be made in monthly installments upon actual work completed by contractor and accepted by the Owner and receipt of invoice from the Contractor. The agreed upon total contract amount (including/excluding) alternates \_\_\_\_\_, shall be \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_).

9.

It is further agreed that the performance of this Contract, either in whole or in part, shall not be sublet or assigned to anyone else by said Contractor without the written consent of the Director of the Department of Engineering.

10.

The Contractor agrees to pay at least the minimum wage per hour for all labor as the same is classified, promulgated and set out by the City of Fort Worth, Texas, a copy of which is attached hereto and made a part hereof the same as if it were copied verbatim herein.

11.

It is mutually agreed and understood that this agreement is made and entered into by the parties hereto with references to the existing Charter and Ordinances of the City of Fort Worth and the laws of the State of Texas with references to and governing all matters affecting this Contract, and the Contractor agrees to fully comply with all the provisions of the same.

IN WITNESS THEREOF, the City of Fort Worth has caused this instrument to be signed in \_\_\_\_\_ counterparts in its name and on its behalf by the City Manager and attested by its Secretary, with the corporate seal of the City of Fort Worth attached. The Contractor has executed this instrument through its duly authorized officers in \_\_\_\_\_ counterparts with its corporate seal attached.

Done in Fort Worth, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

RECOMMENDED:

CITY OF FORT WORTH

\_\_\_\_\_  
CITY TRAFFIC ENGINEER

BY: \_\_\_\_\_

CITY MANAGER

APPROVED:

ATTEST:

\_\_\_\_\_  
TRANSPORTATION/PUBLIC WORKS  
DIRECTOR

\_\_\_\_\_  
CITY SECRETARY  
(S E A L)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Contract Authorization

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
TITLE

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

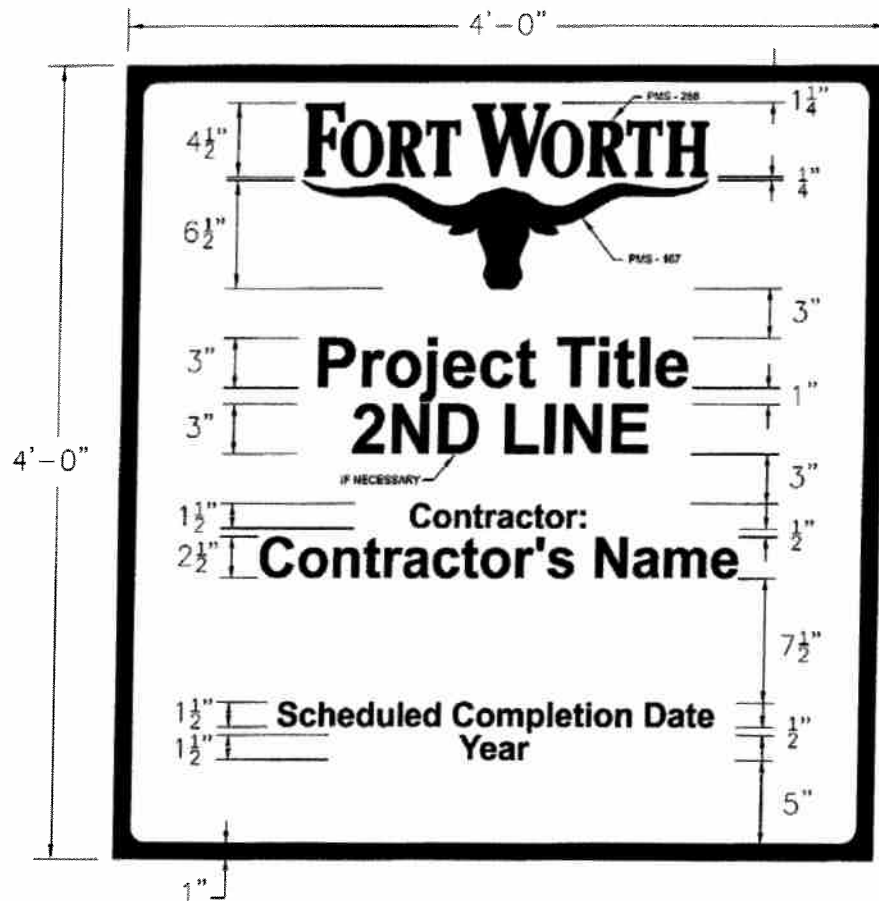
November 1960  
Revised May 1986  
Revised September 1992

## **APPENDIX**

### **Standard Details**

Project Designation Sign  
Speed Cushion Details  
Raised Crosswalk Details  
Speed Hump Sign  
Sidewalk Ramp Details  
Traffic Control Plan  
Ramp Details  
Prevailing Wage Rate Schedule

# PROJECT DESIGNATION SIGN



## FONTS:

FORT WORTH LOGO = CHELTINGHAM BOLD  
ALL OTHER LETTERING = ARIAL BOLD

## LOGO COLORS:

FORT WORTH - PMS 288  
LONGHORN LOGO - PMS 167  
LETTERING - PMS 288  
BACKGROUND - WHITE  
BORDER - BLUE

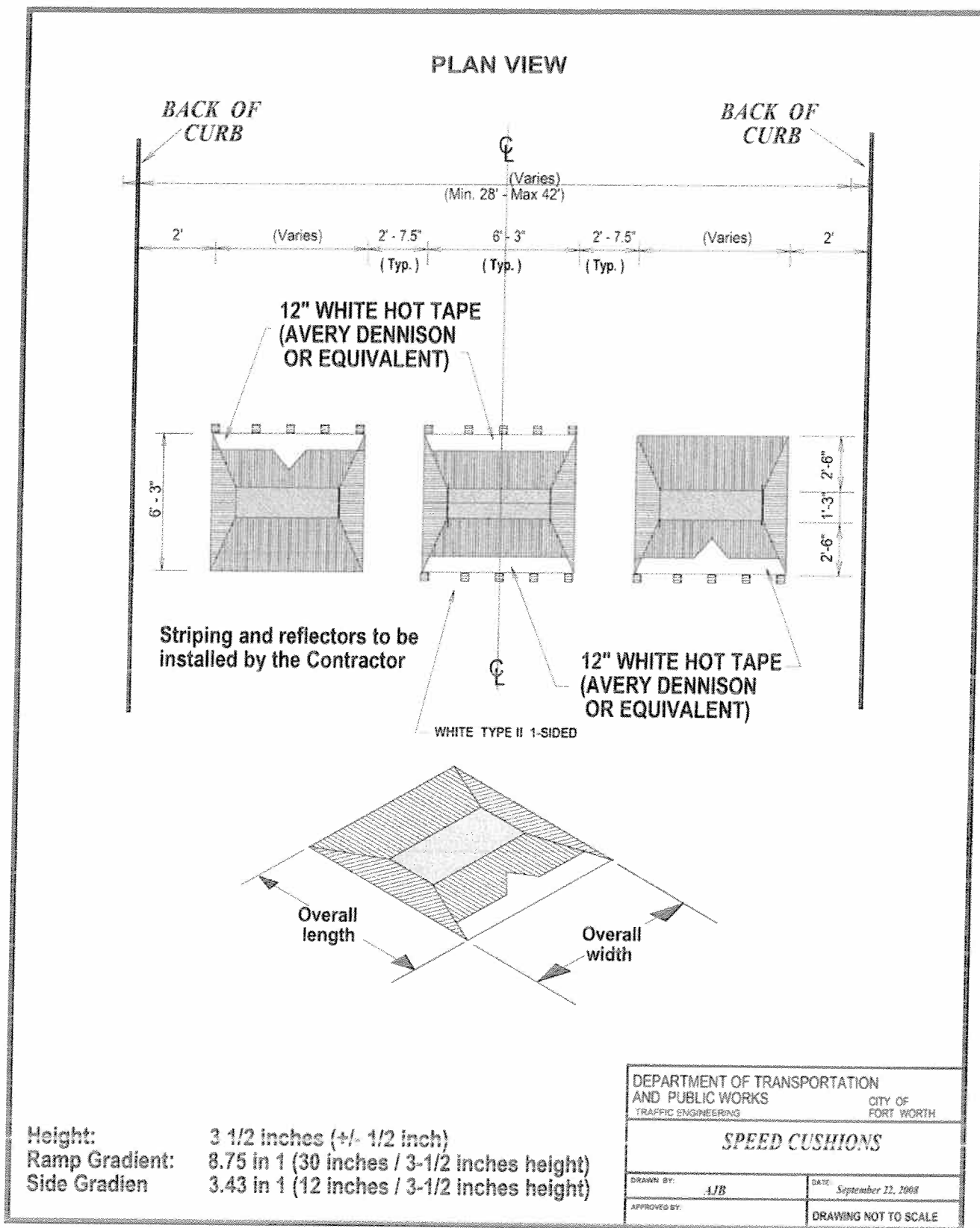
PROJECT DESIGNATION SIGN

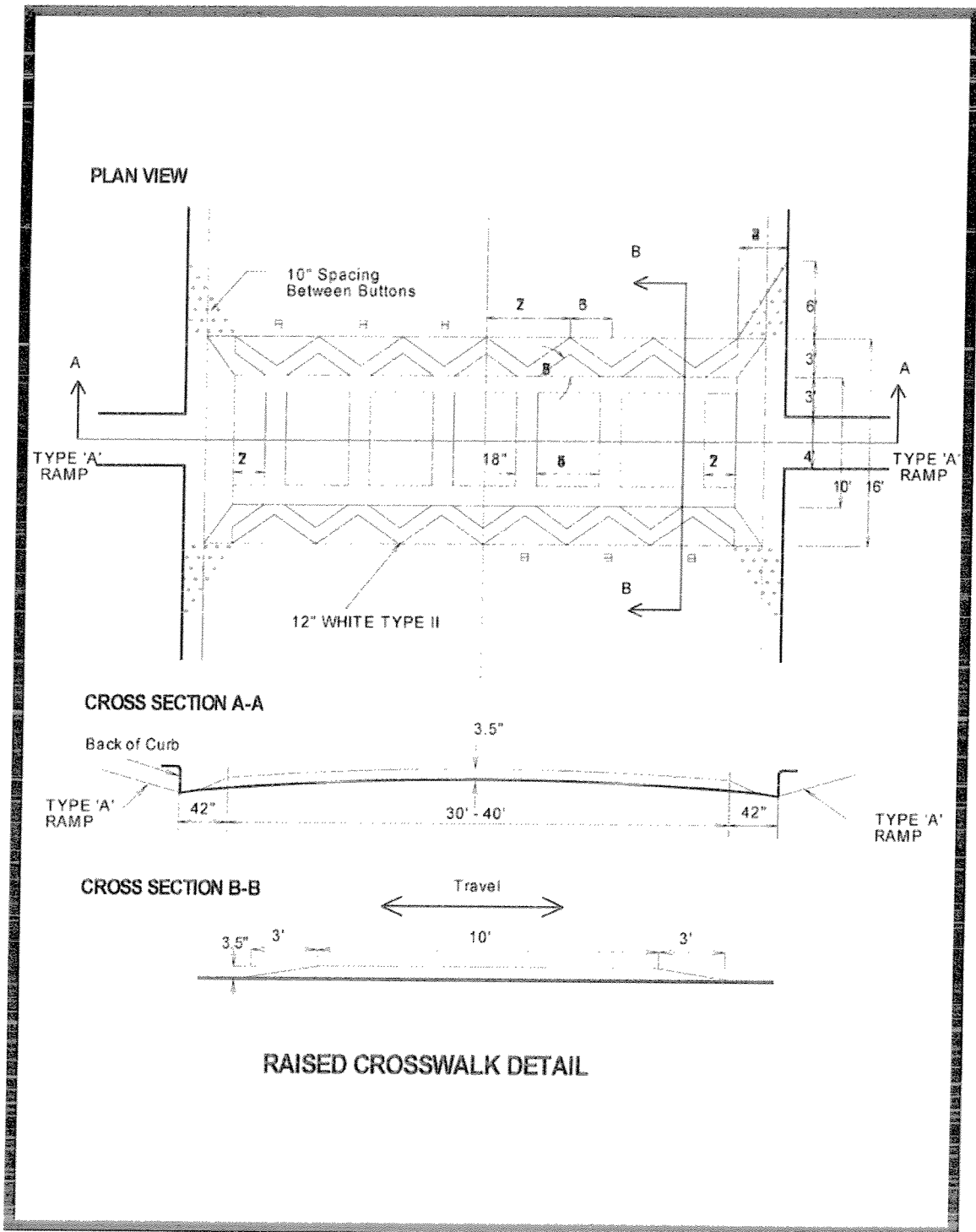
CITY OF FORT WORTH-CONSTRUCTION STANDARD

DRAWING NO.

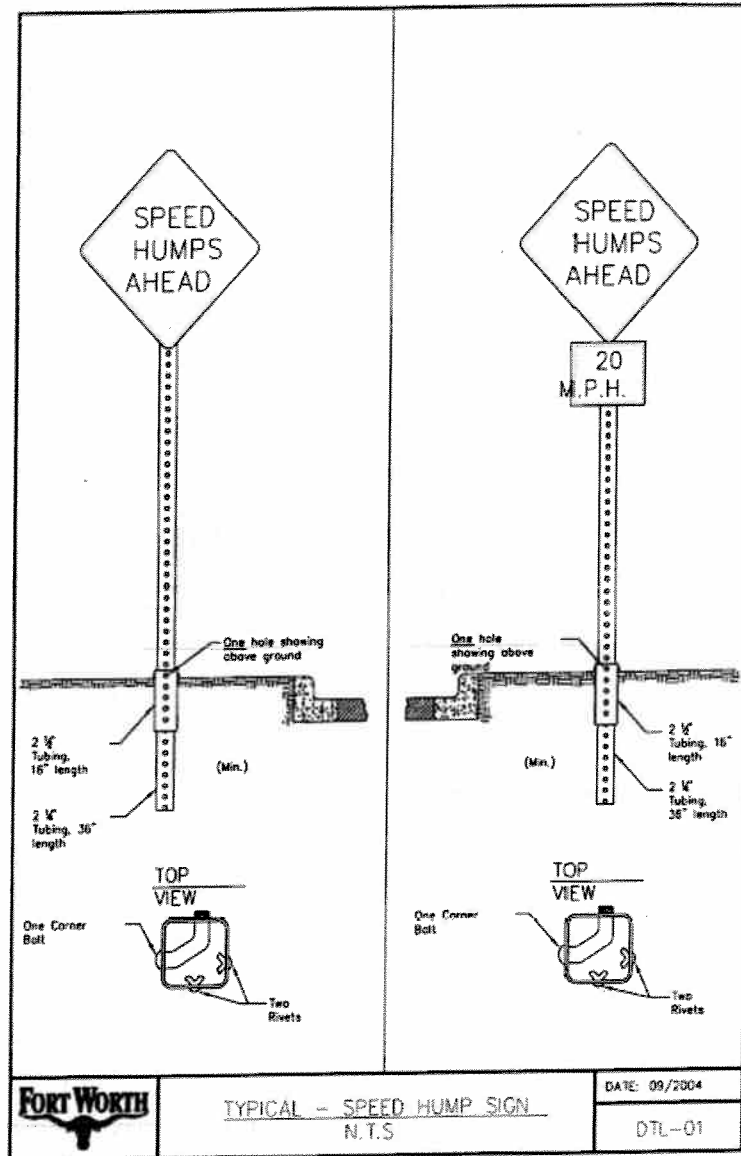
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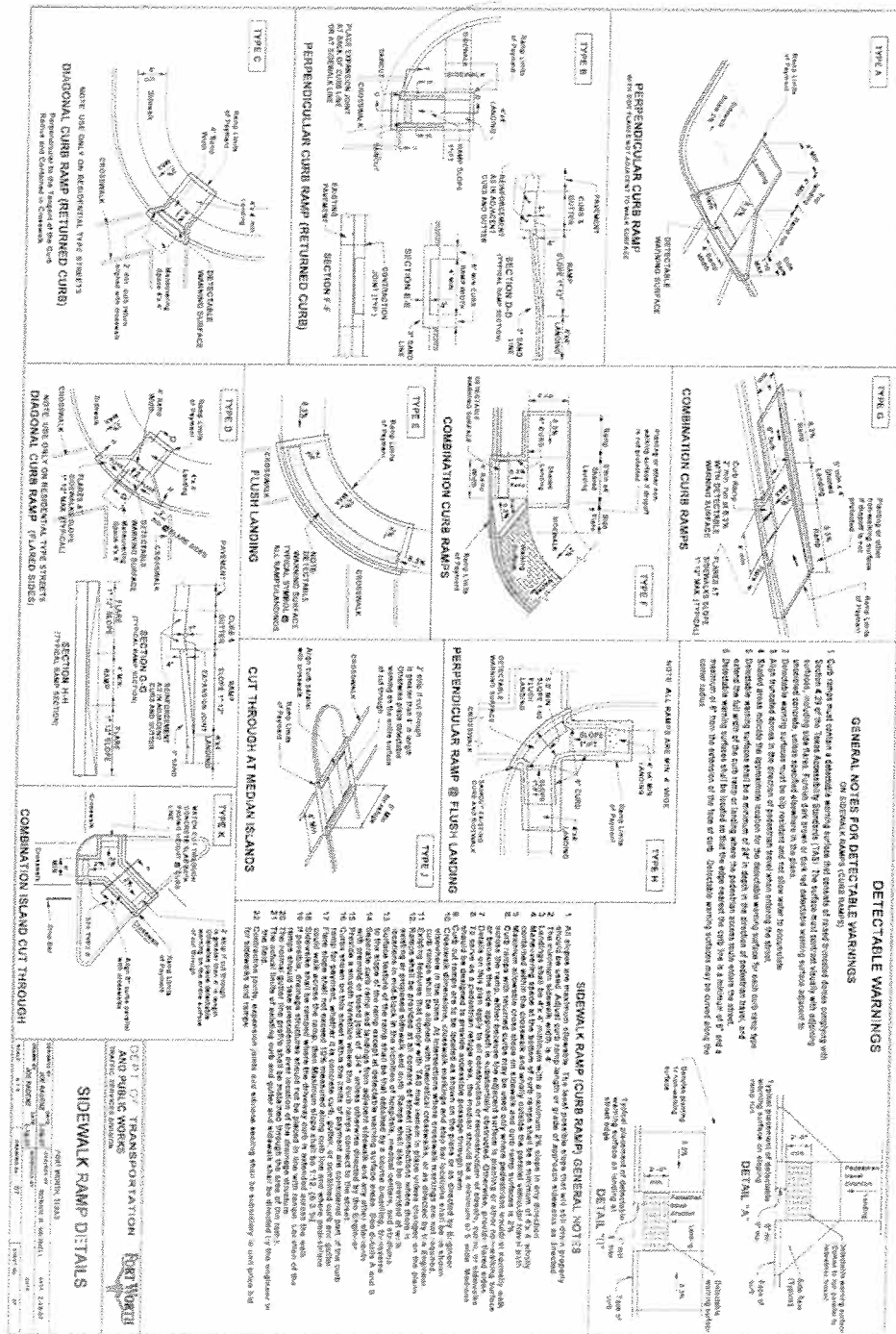
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2008 PREVAILING WAGE RATES  
CONSTRUCTION INDUSTRY

Classification	Hrly Rate	Classification	Hrly Rate
AC Mechanic	\$21.69	Plumber	\$20.43
AC Mechanic Helper	\$12.00	Plumber Helper	\$14.90
Acoustical Ceiling Mechanic	\$15.24	Reinforcing Steel Setter	\$10.00
Bricklayer/Stone Mason	\$19.12	Roofer	\$14.00
Bricklayer/Stone Mason Helper	\$10.10	Roofer Helper	\$10.00
Carpenter	\$16.23	Sheet Metal Worker	\$16.96
Carpenter Helper	\$11.91	Sheet Metal Worker Helper	\$12.31
Concrete Finisher	\$13.49	Sprinkler System Installer	\$18.00
Concrete Form Builder	\$13.12	Sprinkler System Installer Helper	\$9.00
Drywall Mechanic	\$14.62	Steel Worker Structural	\$17.43
Drywall Helper	\$10.91	Concrete Pump	\$20.90
Drywall Taper	\$13.00	Crane, Clamsheel, Backhoe, Derrick, DLine Shovel	\$17.76
Drywall Taper Helper	\$9.00	Forklift	\$12.63
Electrician (Journeyman)	\$20.20	Front End Loader	\$10.50
Electrician Helper	\$14.43	Truck Driver	\$14.91
Electronic Technician	\$19.86	Welder	\$16.06
Electronic Technician Helper	\$12.00	Welder Helper	\$9.75
Floor Layer (Resilient)	\$20.00		
Floor Layer Helper	\$13.00		
Glazier	\$18.00		
Glazier Helper	\$13.00		
Insulator	\$14.78		
Insulator Helper	\$11.25		
Laborer Common	\$10.27		
Laborer Skilled	\$13.18		
Lather	\$16.10		
Painter	\$14.83		
Painter Helper	\$8.00		
Pipefitter	\$18.85		
Pipefitter Helper	\$12.83		
Plasterer	\$17.25		
Plasterer Helper	\$12.25		

**HEAVY & HIGHWAY CONSTRUCTION  
PREVAILING WAGE RATES 2008**

Air Tool Operator	\$10.06
Asphalt Distributor Operator	\$13.99
Asphalt Paving Machine Operator	\$12.78
Asphalt Raker	\$11.01
Asphalt Shoveler	\$ 8.80
Batching Plant Weigher	\$14.15
Broom or Sweeper Operator	\$ 9.88
Bulldozer Operator	\$13.22
Carpenter	\$12.80
Concrete Finisher, Paving	\$12.85
Concrete Finisher, Structures	\$13.27
Concrete Paving Curbing Machine Operator	\$12.00
Concrete Paving Finishing Machine Operator	\$13.63
Concrete Paving Joint Sealer Operator	\$12.50
Concrete paving Saw Operator	\$13.56
Concrete Paving Spreader Operator	\$14.50
Concrete Rubber	\$10.61
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	\$14.12
Electrician	\$18.12
Flagger	\$ 8.43
Form Builder/Setter, Structures	\$11.63
Form Setter, Paving & Curb	\$11.83
Foundation Drill Operator, Crawler Mounted	\$13.67
Foundation Drill Operator, Truck Mounted	\$16.30
Front End Loader Operator	\$12.62
Laborer, Common	\$ 9.18
Laborer, Utility	\$10.65
Mechanic	\$16.97
Milling Machine Operator, Fine Grade	\$11.83
Mixer Operator	\$11.58
Motor Grader Operator, Fine Grade	\$15.20
Motor Grader Operator, Rough	\$14.50
Oiler	\$14.98
Painter, Structures	\$13.17
Pavement Marking Machine Operator	\$10.04
Pipelayer	\$11.04
Reinforcing Steel Setter, Paving	\$14.86
Reinforcing Steel Setter, Structure	\$16.29
Roller Operator, Pneumatic, Self-Propelled	\$11.07
Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$10.92
Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.28
Scraper Operator	\$11.42
Servicer	\$12.32
Slip Form Machine Operator	\$12.33
Spreader Box Operator	\$10.92
Tractor Operator, Crawler Type	\$12.60
Tractor Operator, Pneumatic	\$12.91
Traveling Mixer Operator	\$12.03
Truck Driver, Lowboy-Float	\$14.93
Truck Driver, Single Axle, Heavy	\$11.47
Truck Driver, Single Axle, Light	\$10.91
Truck Driver, Tandem Axle, Semi-Trailer	\$11.75
Truck Driver, Transit-Mix	\$12.08
Wagon Drill, Boring Machine, Post Hole Driller Operator	\$14.00
Welder	\$13.57
Work Zone Barricade Servicer	\$10.09